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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9855-HII(2)-2022/6387.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 12.03.2022 bearing reference No. 29/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJINDER KUMAR S/O SHRI LAL CHAND, R/O HOUSE NO. 7-A, FIRST FLOOR,
MANNAT CARE SOCIETY, ZIRAKPUR, SAS NAGAR (EARLIER AT # 1680/2,
SECTOR 30-B, CHANDIGARH) (Workman)

AND

GROZ-BECKERT ASIA PRIVATE LIMITED, 133-135, PHASE - I, INDUSTRIAL AREA,
CHANDIGARH THROUGH ITS FACTORY MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he joined the services with the management on 12.02.2003 as Worker-cum-Helper. In the recent past he suffered from many ailments i.e. varicose vein in left leg, abdominal distension, acute chronic liver failure, jaundice and deficiency of platelets and was on medical leave from 08.10.2019 till end of February 2020. In the month of February 2020, he received information on phone from his colleague that company is going to terminate his services and company will stop to transfer salary in his account from the month of March 2020. After recovery from his serious illness and after easing of COVID-19 lockdown the workman telephonically contract the HR Department of the management, who directed him not to come the company as he was terminated from service in the end of February 2020. Order of termination is illegal as the management had not complied with the certified standing orders and statutory provisions of the ID Act.

3. The management contested the case of the workman and filed written statement that the workman had joined the services of the management on 12.02.2003 as Worker / Helper. The workman was a habitual absentee. He was charge sheet. The alleged ailment pertains to the period October 2019 onwards whereas he was charge sheeted for his habitual absenteeism from 01.07.2019 to 07.08.2019. The workman was dismissed after holding fair & proper inquiry.

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4. During the pendency of the present industrial dispute, the case taken up in Lok Adalat, wherein the workman made the following statement :—

"I am ready to settle the present dispute with the management, in case I am paid Rs.3,05,000/- (Rs. Three Lac Five thousand only), including the amount of gratuity payable to me. After the receipt of this amount, the present dispute will stand fully settled and I will have no claim whatsoever against the management including my right or claim of reemployment and reinstatement with the management."

Upon which the Assistant Manager (HR) of the management made the following statement:-

"I have heard the above statement workman. The management agrees to pay Rs.3,05,000/- (Rs.Three Lac Five thousand only) to the workman including the amount of gratuity payable to him, vide Cheque No.005631 dated 10.03.2022 for Rs.2,68,642/- drawn on ICICI Bank and Cheque No.681478 dated 10.03.2022 for Rs.36,358/- drawn on IDBI Bank."

5. In view the settlement arrived between the parties, the workman made the following statement:-

"I have received Cheque No.005631 dated 10.03.2022 for Rs.2,68,642/-drawn on ICICI Bank and Cheque No.681478 dated 10.03.2022 for Rs.36,358/-drawn on IDBI Bank, totally to Rs.3,05,000/- from the management today. Now I have no claim whatsoever against the management including my right or claim of the reemployment and reinstatement with the management."

6. In view of the above statements of the parties, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9859-HII(2)-2022/6438.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 11.03.2022 bearing reference No. 77/2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANIL KUMAR, HOUSE NO. 1060, RAM DARBAR, PHASE - II, CHANDIGARH (Workman)

AND

SWAMI AUTOMOTIVES PRIVATE LIMITED, PLOT NO.32, INDUSTRIAL AREA,
PHASE - I, CHANDIGARH THROUGH ITS MANAGING DIRECTOR (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

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2. Case of the workman in brief is that he was appointed by the management as Denter on 18.08.2010. The workman remained in uninterrupted employment of the management upto 12.06.2015 when his services were illegally & wrongly terminated by refusing work. At the time of termination, the workman was drawing ₹ 11,550/- per months as wages. On 13.06.2015 the workman went to attend his normal duty but he was refused work by the management without assigning any reason & notice. The workman lodged a complaint dated 22.06.2015 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but no settlement could be made possible due to adamant attitude of the management. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and no retrenchment compensation was paid at the time of termination. The management had also violated Section 25-G of the ID Act as person junior to the workman were retained in service. The workman was covered under the ESI scheme. There was no complaint against his work & conduct. The job of the Denter is perennial in nature and still exists. The workman had worked for more than 240 days in service within twelve months preceding his date of termination. The workman also served upon the management a demand notice dated 09.10.2015. The dispute was referred to Labour Court, Union Territory Chandigarh for adjudication but inadvertently a wrong company was made party in dispute so the dispute was withdrawn with a permission to file fresh on the appropriate company. The workman served upon the management demand notice dated 26.07.2018 for his reinstatement. The management neither replied the demand notice nor took the workman back on duty. The Conciliation Officer, Union Territory Chandigarh was requested for his intervention. The dispute could not be settled with stipulated period. Ultimately, it is prayed that the workman be reinstated with continuity of service, all attendant benefits and without any change in his service conditions.

3. During the pendency of the present industrial dispute, none appeared on behalf of the workman as such the present industrial dispute is dismissed in default for want of prosecution. Appropriate Government be informed. File be consigned to the record room.

Dated : 11.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 5th May, 2022

No. 13/1/9525-HII(2)-2022/6490.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 70/2018 dated 12.03.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIJAY ANAND KUMAR, HOUSE NO. 82, PHASE 3-A, S.A.S. NAGAR (Workman)

AND

1. THE DAINIK BHASKAR CORPORATION LIMITED, 280, BHASKAR HOUSE, NEAR YMCA CLUB, MAKARBA, SARKHEJ-GANDHI NAGAR ROAD, AHMEDABAD - 380051 (REGISTERED OFFICE).
2. THE DAINIK BHASKAR CORPORATION LIMITED, DAINIK BHASKAR, HEAD OFFICE, 6, PRESS COMPLEX, RAM GOPAL MAHESHWARI MARG, ZONE-1, MAHARANA PARTAP NAGAR, BHOPAL, M. P. (HEAD OFFICE) THROUGH ITS
a) RAMESH CHANDER AGGARWAL, CHAIRMAN, b) SUDHIR AGGARWAL, MANAGING DIRECTOR, c) GARISH AGGARWAL, MANAGING DIRECTOR d) PAWAN AGGARWAL, MANAGING DIRECTOR.

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3. THE DAINIK BHASKAR CORPORATION LIMITED, PLOT NO.11-12, SECTOR 25, CHANDIGARH THROUGH ITS ASSISTANT GENERAL MANAGER HR CPH2.
4. THE DAINIK BHASKAR CORPORATION LIMITED, DAINIK BHASKAR, PLOT NO. 11-12, SECTOR 25, CHANDIGARH THROUGH ITS PUBLISHER.
5. THE DAINIK BHASKAR CORPORATION LIMITED, PLOT NO.11-12, SECTOR 25, CHANDIGARH THROUGH ITS FINANCE HEAD (Management), referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9525-HII(2)-2018/11433 dated 27.07.2018.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9525-HII(2)-2018/11433 Dated 27.07.2018 received from the Secretary Labour, Chandigarh Administration is being disposed of :—

"Whether the arrears of revision of pay to Shri Vijay Anand Kuwar R/o H.No.82, Phase 3A, SAS Nagar (Applicant/Claimant) were to be paid by 1. The Dainik Bhaskar Corporation Limited, 280, Bhaskar House, near YMCA Club, Makarba, Sarkhej-Gandhi Nagar Road, Ahmedbad 380051 (Registered Office). 2. The Dainik Bhaskar Corporation Limited, Dainik Bhaskar, Head Office, 6, Press Complex, Ram Gopal Maheshwari Marg, Zone-1, Maharana partap Nagar, Bhopal, M.P. (Head Office) through it's a) Ramesh Chander Aggarwal, Chairman, b) Sudhir Aggarwal, managing Director, c) Garish Aggarwal, Managing Director, d) Pawan Aggarwal, Managing Director. 3 . The Dainik Bhaskar Corporation Limited, Plot No.11-12, Sector 25, Chandigarh, through its Assistant General Manager HR CPH2. 4. The Dainik Bhaskar Corporation Limited, Dainik Bhaskar, Plot No.11-12, Sector 25, Chandigarh, through its and Publisher. 5. The Dainik Bhaskar Corporation Limited, Plot No.11-12, Sector 25, Chandigarh, through its Finance Head, Reporting authority of the claimant (Respondents) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No. 128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"

2. Shri Vijay Anand Kumar (hereinafter called 'workman') had served demand notice dated 09.05.2018 upon The Dainik Bhaskar Corporation Limited & Others (hereinafter called 'management') under the Working Journalist & Other Newspaper Employees (Condition of Service & Miscellaneous Provisions) Act, 1955 (hereinafter called 'the Act'). Upon notice, the workman appeared through his representative. Statement of claim was filed. Case of the workman in nutshell is that he, a non-working journalist, had joined the management on 15.10.1999 and was working as Library Assistant. The Government of India has accepted the recommendations of the Majithia Wage Board on 25.10.2011, for revision of wages and allowances of employees in newspaper establishments and news agencies and notified vide SO No. 2532(E) dated 11.11.2011 in the gazette of India. As per recommendations of the Majithia Wage Board Award, the management fall under Class - I of the Newspaper establishment as its annual turnover is ₹ 1,000/- crore and above. As per the recommendations of the board, the workman is entitled to ₹ 49,07,844/- arrears from 11.11.2011 to 01.05.2018

₹ 38,77,142/- as interest on arrears at the rate 18% per annum, ₹ 5,68,351/- as interim relief from 01.01.2008 to 10.11.2011 total amounting ₹ 93,53,339/-.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the claimant was appointed as Library Assistant on 15.10.1999. In accordance with exceptions under Section 2(f) of the Working Journalist Act he would fall under the supervisory / managerial capacity as he had a team working under him so he is not entitled for recommendations of the Majithia Wage Board recommendations and does not fall within the definition of 'workman' under Section 2(s) of the Industrial Disputes Act, 1947. The claim is bad for non-joinder of necessary party as the service rendered by the claimant with the Assistant General Manager / Senior Manager, HR. The claim is bad time barred. The present claim is not maintainable under the provisions of Section 17 of the Act. On merits, it is pleaded that the claimant approached the management to submit declaration under Section 20(j) of the Majithia Wage Recommendations on their own accord and free will for payment of existing pay scale and existing emolument. The claimant is not entitled for any benefits under Majithia Wage Board recommendations.

4. The workman filed replication reiterating the averment of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the arrears of revision of pay to Shri Vijay Anand Kuwar were to be paid by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether Shri Vijay Anand Kuwar does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the claim of Shri Vijay Anand Kuwar is bad on the ground of mis-joinder of necessary party ? OPM
4. Whether the claim of Shri Vijay Anand Kuwar is time barred ? OPM
5. Whether the claim of Vijay Anand Kuwar is not maintainable under the provisions of Section 17 of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 ? OPM
6. Relief.

5. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

"The workman is not in my contact. At this stage, I withdraw the present case with the liberty to file fresh one."

The case taken up in Lok Adalat. In view of the above statements, the present industrial dispute is disposed off being not pressed with a liberty to file fresh one. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 5th May, 2022

No. 13/1/9856-HII(2)-2022/6492.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 12.03.2022 bearing reference No. 33/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JOBA DEVI W/O SHRI RAJESH, R/O #58, DHANAS, CHANDIGARH (Workman)

AND

THE CHIEF CONSERVATOR, FOREST DEPARTMENT, CHANDIGARH ADMINISTRATION,
PARYAVARAN BHAWAN, 2ND FLOOR, MADHYA MARG, SECTOR 19-B, CHANDIGARH
(Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that she was appointed by Shri Bhupinder Singh, Officer of Fresh Department, Chandigarh Administration with effect from 01.06.2015 as Mali-cum-Labour with the commitment that her services will be permanent and regularised with Government pay scale. On 28.04.2018 her services were terminated without giving any prior notice. Job of the workman still exists and junior to the workman were retained in service. The management has violated the provision of Section 25-F, 25-G & 25-H of the ID Act.

3. The management contested the case of the workman and filed written statement that the workman was never been appointed by the management. There exists no employer-employee relationship between the management and the workman so question of making commitments and termination of services does not arise.

4. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

"At this stage I withdraw the present IDR No.33/2021 with liberty to file fresh one, if need be."

The case taken up in Lok Adalat. In view of the above statements, the present industrial dispute is disposed off being not pressed with a liberty to file fresh one. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 12th May, 2022

No. 13/1/9874-HII(2)-2022/6936.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 31.03.2022 bearing reference No. 61/2018 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ASHA BHATNAGAR W/O SHRI HARISH, R/O HOUSE NO. 110, SECTOR 45-A,
BURAIL, CHANDIGARH (Workman)

AND

1. MANAGING DIRECTOR, KARVY DATA MANAGEMENT SERVICES LIMITED,
KARVY HOUSE NO.46, AVENUE 4, STREET NO.1, BANJARA HILLS, HYDERBAD.
2. RAKESH KUMAR, COORDINATOR, M/S KARVY DATA MANAGEMENT SERVICE
LIMITED, SCO NO. 2323-2424, 1ST FLOOR, SECTOR 22-C, CHANDIGARH (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that she joined the services of management No.1 on 06.07.2012 as Data Entry Operator and she was issued letter of appointment/engagement dated 06.07.2012. She was entrusted with the duties at the local office at Chandigarh and she was working as permanent employee. The employees including the workman, who were posted at local office of management No. 1, were controlled and supervised by management No. 2. The management terminated the services of the workman on 01.01.2018. She had worked continuously from 06.07.2012 to 31.12.2017 and had completed more than 240 days of continuous service during the preceding calendar year. The work on which she was working is still in existence and the post is also in existence. The workman was discharging her duties with utmost sincerity, honesty and full dedication but the management terminated her services and recruited new employees namely Shri Ramandeep Singh, Shri Vineet and Ms. Razia without following the statutory provision of law. The management had not complied with the provisions of Section 25-F of the ID Act as she was neither offered any retrenchment compensation nor she was paid any such compensation. No prior notice was ever given and no inquiry was conducted. At the time of termination, the workman was being paid ₹6,000/- as monthly wages. Order of termination dated 01.01.2018 is wrong, illegal and in gross violation of the ID Act as well principles of natural justice. She falls under the definition of a 'workman' and the management falls under the definition of 'industry' as defined the ID Act. The workman time & again went to management No. 2 and earlier she was assured for her reinstatement but now management has flatly refused to reinstate her. She is unemployed from the date of her termination. The workman also served demand notice dated 19.01.2018 on the management but no amicable settlement could be made possible within stipulated period before the Assistant Labour Commissioner-cum-Conciliation Officer, Union Territory Chandigarh. Ultimately, it is prayed that order of termination dated 01.01.2018 passed by the management be set aside and the workman be reinstated into service with all the benefits including full back wages and continuity of service from the date of termination.

3. The management contested the case of the workman and filed written statement raising preliminary objection that this Court has no jurisdiction to entertain the present industrial dispute as registered office of management No. 1 is situated at Hyderabad i.e. within State of Telangana and it has its branches in many

other states including Chandigarh. The claimant-workman does not fall under the definition of 'workman' due to her nature of job. Discontinuance of services of the claimant-workman does not fall under Section 2(oo) of the ID Act as she was appointed for specific work of specific client i.e. for site office in Chandigarh for Adhaar Enrolment Centres and that work was discontinued by the client with the new guidelines of UIDAI so centres at Chandigarh were closed and work of client came to end. On merits, it is pleaded that the workman was engaged as trainee on probation in the site office at Chandigarh for specific work and for specified client. Her status as probation was never confirmed. The workman was appointed for specific work and on closure of the work, she ceased to be employee of the management as per terms & conditions of the appointment letter. Even on sympathetic ground the workman was offered alternative job at Delhi but the workman did not responded to the offer till date. Her working was also not upto the mark. The work for which centres were opened where the workman was appointed came to end and centres were closed at Chandigarh. There is no person with the name of Ramandeep Singh working with the management. The services of Razia were also discontinued with effect from 31.12.2017 and Shri Vineet is appointed for different work. The case of the workman fall under Section 2(oo)(bb) of the ID Act so no show cause notice was required. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. From the pleadings of the parties, following issues were framed :—

1. Whether the services of Ms. Asha Bhatnagar were terminated illegally the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Whether this Court has no jurisdiction to try & entertain the present claim ? OPM
3. Whether Ms. Asha Bhatnagar does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
4. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Ratan Kumar - Assistant Manager as MW1. Learned representative for the management closed the evidence

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

Issue No.1 to 3 :

7. Onus to prove issue No.1 was on the workman whereas onus to prove issue No. 2 & 3 was on the management but all these issues are taken up together for the sake of convenience to avoid repetition of discussion. Learned representative for the workman has examined the workman as AW1, who deposed that she joined the services of management No. 1 on 06.07.2012 as Data Entry Operator and she was issued letter of appointment / engagement dated 06.07.2012. The employees including herself, who were posted at local office of management No. 1 were controlled and supervised by management No. 2. The management had terminated her services on 01.01.2018. She had completed more than 240 days of continuous service during the preceding calendar year and work on which she was working is still existence and the post is also in existence. She further deposed that the management had terminated her service and recruited new employees. The management at the time of termination of her services did not comply with the statutory provisions of Section 25-F of the ID Act as she was neither offered any retrenchment compensation nor she was paid any such compensation. No prior notice was ever given and no inquiry was conducted. At the time of termination, she was being paid ₹6,000/- as monthly wages. She further deposed that she falls under the definition of a 'workman' and management falls under the definition of an 'industry' as defined under the ID Act.

8. Learned representative for the workman has argued that the workman joined the services of the management namely Karvy Data management on 06.07.2012 as Data Entry Operator and she discharged her duties with utmost honesty and sincerity to the satisfaction of his superior. Her services were terminated illegally on 01.01.2018. No prior notice was given and no inquiry was conducted and the work for which she was appointed is still in operation. The management had not complied with the statutory provisions under Section 25-F of the ID Act. Thus, termination order is liable to be set aside. He further argued that this Court has jurisdiction to try & entertain the present claim as the workman was appointed for Chandigarh. Ms. Asha Bhatnagar falls under the definition of 'workman' as she was not having any managerial, supervisory or administrative powers so to exclude her from the definition of 'workman' as defined under Section 2(s) of the ID Act. He prayed for reinstatement of the workman into service of the management with all service benefits including full back wages and continuity of service from the date of termination.

9. On the other hand, learned representative for the management has examined Shri Ratan Kumar - Assistant Manager as MW1, who deposed that he is working as Assistant Manager with the management and is well conversant with the facts of the case and have been authorized by management to appear and deposed in this case *vide* authority letter dated 06.12.2021 Exhibit 'M1'. The workman was appointed as Data Operator as per appointment letter dated 06.07.2012 as trainee on probation in the site office at Chandigarh against specific work of specific client of management i.e. UIDAI for adhaar enrollment. Since the workman was appointed against specific work so her services were never regularized. He further deposed that work of adhaar enrollment was withdrawn from the management by UIDAI as per new guidelines of UIDAI in the month of September 2017 so all the centres of the management were closed. After closure of adhaar enrollment centres of the management, the management gave a verbal notice of 15 days on 15.12.2017 as centres were going to be closed with effect from 31.12.2017. Due to closure of adhaar enrollment centres of the management work against which the workman was appointed came to an end and in this respect the workman was duly informed *vide* letter dated 05.01.2018. With the closure of adhaar enrollment centres of the management services of entire staff including that of workman were dispensed with. He further deposed that since the workman was appointed for specific work and her services were dispensed with the closure of the work so she had no legal right to continue in the service of the management. The management had offered alternative employment to the workman to work against the project of another client at Delhi as there was no any other alternative work at Chandigarh but the workman failed to report for joining at Delhi office. No person with the name as Ramandeep Singh was and is working with management at Chandigarh office. The services of Ms. Razia were also dispensed with w.e.f. 31.12.2017. Mr. Vineet was appointed against different work.

10. Learned representative for the management has argued that the workman was appointed as Data Entry Operator as per appointment letter dated 06.07.2012 as trainee on probation in the site office at Chandigarh against specific work of specific client of management i.e. UIDAI for adhaar enrollment. The workman was appointed against specific work and her services were never terminated. Work of the workman was withdrawn from the management as per new guidelines of UIDAI in the month of September 2017 so all the centres of the management were closed. Verbal notice due to closure of adhaar enrollment centres was given to the workman. It is further argued that the workman had no legal right to continue in the service of management. The management had offered alternative employment at Delhi but the workman failed to report for joining at Delhi office. He relied upon case titled ***The Haryana State Co-operative Supply and Marketing Federation Limited, HAFED, Chandigarh Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak & Another, CWP No. 16147 of 1994 (O&M) decided on 28.11.2013 by the Hon'ble Punjab & Haryana High Court.*** It is further argued that the claimant-workman does not fall within the definition of workman due to her nature of job as she was performing the during the service. He was appointed as trainee on probation and her services were never confirmed. He referred the paragraph No.4 to 13 of the appointment letter. He prayed for dismissal of the present industrial dispute.

11. After giving my careful consideration to the rival contentions of both the sides, I find that it is admitted by the parties that the workman had joined the services of the management on 06.07.2012 as Data

Entry Operator and copy of the appointment letter dated 06.07.2012 is Exhibit 'W1'. As per averments of the workman, the workman was illegally terminated by the management and management did not comply with the provisions of Section 25-F of the ID Act but it is the stand of the management that her job was on probation and she was employed for specific work of specific client of the management i.e. UIDAI for adhaar enrollment and now adhaar enrollment centres have been closed so there is no termination.

12. After perusal of the oral as well documentary evidence on record, I find that the management has simply placed on record Exhibit 'M1' i.e. authority letter of Shri Ratan who stepped into the witness box as MW1 and reiterating the version as stated in the written statement and simply taking the plea that the workman was appointed as Data Entry Operator trainee on probation in the site office of Chandigarh against specific work of specific client of management but during his cross-examination he himself stated that **he did not remember whether the probation period of the workman mentioned in the appointment letter. It is correct that the services of the workwomen were never dispensed with after one year of probation. It is correct that there is no proof or evidence in reply as well as his affidavit regarding closure of office of the management. It is correct that at the time of dispensing the services of the workwomen notice was served but it has not been mentioned in his affidavit. The management has given compensation to the workwomen but it has not been mentioned in the affidavit as well as reply filed by the management. It is correct that no disciplinary proceedings were ever issued against the workwomen at any point of time during her services with the management. He has no knowledge whether the workman namely Vineet, Ramandeep and Razia were still working with the management and they all were junior to the workwomen.** Meaning thereby from the cross-examination it is crystal clear that MW1 Rattan Kumar who stepped into the witness box on behalf of management himself admitted the plea taken by the workman. Further the management has referred Clause No. 5 of the appointment letter but perusal of the appointment the same it reveals that it is nowhere mentioned for which specific work the workman was appointed.

13. Further no document has been placed on record for to show that the workman had been paid any compensation to the workman. No document with regard to closure of the office of the management has been placed on record. No notice was served upon the workman and no inquiry has ever been conducted by the management against the workman. No termination letter has been placed on record rather in his affidavit MW1 himself admitted that they have offered alternative employment to the workman against the project of another client at Delhi. Meaning thereby the management is admitting that the claimant-workman falls under the definition of the 'workman'. Therefore, they are offering her other alternative employment. Hence, it is proved on record that she was terminated illegally. The case *The Haryana State Co-operative Supply and Marketing Federation Limited, HAFED, Chandigarh Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak & Another (supra)* relied upon is not directly applicable to the facts of the present case and distinguishable on facts as the same is with regard to closure of the industry whereas MW1 admitted that there is no proof or evidence in the reply as well as in his affidavit regarding closure of the office of the management. Further no document has been placed on record with the closure of the management.

14. As regard issue No. 2 with regard to jurisdiction of this Court to try & entertain the present claim is concerned but from the perusal of the evidence on record it is crystal clear that it is admitted by the management that the claimant joined the services of management No.1 as Data Entry Operator at local office at Chandigarh.

15. As regards issue No.3 is whether Ms. Bhatnagar does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act, is concerned before proceeding further let us peruse definition of 'workman' as defined under Section 2(s) of the ID Act, which is as under :—

"2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes

of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) *who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*
- (ii) *who is employed in the police service or as an officer or other employee of a prison; or*
- (iii) *who is employed mainly in a managerial or administrative capacity; or*
- (iv) *who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.] ."*

The management is simply taking the plea that Ms. Asha Bhatnagar does not fall under the definition of the 'workman' as Clause No. 3 of the appointment letter of the workman clearly envisaged that she will not have any administrative, managerial or supervisory duties and or responsibilities.

16. In the light of discussion made above, it is held that this Court has jurisdiction to try & entertain the present claim and Ms. Asha Bhatnagar falls under the definition of a 'workman' as defined under Section 2(s) of the ID Act and her services were illegally terminated by the management in violation of provisions of Section 25-F of the ID Act and principles of natural justice. So the workman is held entitled to reinstatement with continuity of service and 25% back wages. Accordingly, issue No.1 is decided in favour of the workman and against the management whereas issue No. 2 & 3 are decided against the management and in favour of the workman.

Relief :

17. In the light of findings on the issues above, this industrial dispute is allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 31.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
HEALTH DEPARTMENT

Notification

The 25th May, 2022

No. MH-III-2022/9827.—In exercise of the powers conferred by Section 2 of the Epidemic Disease Act, 1897 (Central Act No. III of 1897) and all other powers enabling him in this behalf the Administrator, Union Territory, Chandigarh is pleased to declare that the regulations for the prevention of Spread of Cholera published *vide* Punjab Notification No. 12359-GHII-HB/56/77021 (A) dated October 1956 as amended by the Chandigarh Administration, Finance Department Notification No. 2878-UTF(IV)-67/25187, dated 11th August, 1967 shall remain in force in the Union Territory of Chandigarh Administration for one year w.e.f. 23.6.2022.

Chandigarh :
The 11th May, 2022.

YASHPAL GARG, IAS,
Secretary Health,
Chandigarh Administration.

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